



redefining / standards

Professional indemnity Summary of cover

Miscellaneous

October 2014

Why choose AXA's Professional indemnity insurance?

AXA's Miscellaneous Professional indemnity insurance is available to UK-domiciled professionals.

It is suitable for a wide range of professional services including:

- Arbitrators
- Careers advisory services
- Employment agencies
- Facilities management
- Graphic designers
- Management consultancy
- Secretarial services
- Training consultancy
- and many other professional services

The policy is designed to protect the policyholder from liabilities they may incur due to a breach of their professional duty to their customer or other civil liability that may arise in the course of their professional business.

Note: AXA also offers Professional indemnity insurance for the following professions for which separate, tailor-made policy wordings and summary of covers are available:

- Accountancy
- Surveying
- Architects & Engineers

- Design & Construction
- Information Technology

Any one claim limits

Our policy provides cover up to the selected limit of indemnity for any one claim.

There is no limit to the number of claims that can be made in any one period of insurance.

Wide cover as standard

We provide Civil liability cover with extensions for:

- Pollution
- Mitigation costs
- Court attendance costs
- Loss of documents
- Disputed fees
- Criminal prosecution defence costs
- Data Protection Act
- Liability from dishonesty of employees

About this document

This document is a summary of the insurance cover provided by the Professional indemnity insurance. Therefore it does not contain the full terms and conditions of your insurance. You can find these in the policy document. This summary is for information purposes only and does not form part of your insurance contract. A copy of the full policy wording is available on request.

Features and benefits

Professional indemnity – civil liability

Legal costs, awards and settlements for any claim that relates to a civil liability arising from the conduct of your professional business

Covers claims brought against anyone who is or was a director, partner, member, principal or employee of the firm for work undertaken for your professional business

Professional indemnity – additional covers

Bodily injury: Cover for when someone other than you or your employees suffers injury, illness or death. This does not replace or include Public liability insurance

Breach of confidentiality: Cover for civil liability arising in the conduct of your professional business and that was caused by an unintentional breach of confidentiality

Court attendance costs: Compensation paid to you where court attendance is required of any director, partner, principal or employee in relation to a Professional indemnity claim that is covered by this insurance

Criminal defence costs: Cover for defence costs where you are prosecuted in relation to a matter which could give rise to a claim under this policy

Defamation: Cover for civil liability arising in the conduct of your professional business and that was caused by unintentional defamation

Dishonesty of employees: Cover for your liability arising from loss sustained by your customers that was caused by a dishonest or fraudulent act or omission by your employees

Formal investigation costs: Defence costs where you are investigated by your professional or regulatory body

Infringement of copyright: Cover for liability that was caused by your infringement of copyright or registered trademark committed in good faith

Innocent non-disclosure: Includes innocent non-disclosure and innocent misrepresentation clause

Loss of documents: The costs of replacing or restoring documents or information that have been lost or damaged in the conduct of your professional business

Mitigation costs: Cover for you where you take steps to minimise or prevent a claims against you

Pollution: Cover for pollution related claims

Unpaid fees: Cover for unpaid fees where your customer refuses to pay and threatens to counter-claim if you pursue them

Limits of cover available

This policy covers you for awards and settlements of claims, as well as the costs incurred in investigating, defending or settling a claim made against you.

The most we will pay is the limit of indemnity that you selected and that is shown on the policy schedule. The costs incurred in investigating, defending or settling the claim are paid in addition to the limit of indemnity, but if the loss amount is more than your limit of indemnity, we will only pay these costs in the same proportion that the limit of indemnity had to the loss.

Inner policy limits

There is no limit to the number of claims that you can make in any one period of insurance but some sections of cover restrict the amount we will pay in any one insurance period.

Cover offered	Policy limit
Court attendance costs	£300 per day for each person or up to £15,000 in any one period of insurance
Criminal defence costs	£250,000 in any one period of insurance
Formal investigation costs	£25,000 in any one period of insurance
Pollution claims	Up to the limit of indemnity for all claims in total in any one period of insurance

Significant or unusual exclusions, conditions and limitations

Professional indemnity cover operates on a claims-made basis. This means that we will only provide cover for claims, or circumstances that may lead to a claim, made against you and notified to us during the period of insurance.

We will not cover any claim, or circumstances that may lead to a claim, that arise from an act, error or omission that occurred before the retroactive date shown on the policy schedule.

As this document is a summary of the insurance provided, the following is not a list of every exclusion, condition or limitation that applies. You can find details of all the exclusions, conditions and limitations in the policy document.

Exclusion, condition or limitation

Asbestos exclusion

Computer virus exclusion

Dishonest or fraudulent act or omission by a director, partner or principal exclusion

Excludes any claims arising from goods or products you have manufactured, supplied or sold

Excludes any claims or circumstances that may lead to a claim if you were aware of them before the start of the period of insurance

Excludes any employment related claim

Excludes any fines, penalties or punitive damages identified separately by the Court

Excludes claims brought from or in the United States of America or Canada

Excludes claims from parties who have a financial or controlling interest in you or who are covered by this policy

Excludes claims relating to any professional duties that include manufacture, construction or installation

Excludes contractual or other extended liability

Excludes management of financial transactions via the internet, or obscene, blasphemous or pornographic material on the internet

Excludes the excess shown on the policy schedule for each and every claim

Financial services exclusion

Insolvency exclusion

Property damage exclusion (unless it arises from a breach of professional duty)

Terrorist act exclusion

You must duplicate/back up any electronic data or information on at least a daily basis

Policy duration

This is an annually renewable policy.

Applicable law

You and we can choose the law which applies to this policy. We propose that the Law of England and Wales apply. Unless we and you agree otherwise, the Law of England and Wales will apply to this policy.

Making a complaint

If you have a complaint about your policy you should contact the agent or AXA office where it was bought.

If your complaint relates to a claim on your policy please contact the department dealing with your claim.

If we have given you our final response and you are still not satisfied you may be eligible to refer your case to the Financial Ombudsman Service (FOS). If applicable, you will receive details of how to do this at the appropriate stage of the complaints process.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstances of the claim.

Further information about the compensation arrangements is available from the FSCS (www.fscs.org.uk).

This document is available in other formats.

If you would like a Braille, large print or audio version, please contact us.

www.axainsurance.com